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17CV02336

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF JACKSON

F. D. THOMAS, INC., an Oregon
corporation,

Plaintiff,

v.

SCOTTSDALE INDEMNITY COMPANY,
an Ohio corporation,

Defendant.

Case No.

COMPLAINT
(Breach of Insurance Contract)

Prayer: Less Than \$1,000,000
Fee Authority: ORS 21.160(1)(c)

Not Subject to Mandatory Arbitration
Jury Trial Requested

For its complaint, plaintiff F. D. Thomas, Inc. ("F. D. Thomas") alleges as follows:

1.

Scottsdale Indemnity Company ("Scottsdale") is an insurance company domiciled in the state of Ohio and authorized to do business in the State of Oregon. Scottsdale does business in Jackson County, Oregon.

2.

F. D. Thomas is an Oregon corporation with its principal place of business in Central Point, Oregon.

3.

Scottsdale issued an insurance policy entitled Business and Management Indemnity Policy, policy number EK13086222, to F. D. Thomas (the "Policy").

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1 4.

2 In May 2014, F. D. Thomas was named as a defendant in a lawsuit filed in the
3 Superior Court of the State of California in and for the County of Alameda (the "De Gier
4 Lawsuit"). The De Gier Lawsuit raised allegations arising out of the plaintiffs' employment
5 with F. D. Thomas.

6 5.

7 F. D. Thomas tendered the De Gier Lawsuit to Scottsdale for defense and
8 indemnity under the terms of the Policy.

9 6.

10 F. D. Thomas fully performed its obligations under the Policy.

11 7.

12 Scottsdale accepted the defense of F. D. Thomas in the De Gier Lawsuit.

13 8.

14 The De Gier Lawsuit was partially settled at mediation.

15 9.

16 Under the terms of the Policy, Scottsdale is obliged to pay the full settlement of the
17 De Gier Lawsuit.

18 10.

19 Scottsdale breached its contractual obligations under the Policy by failing to pay
20 the full settlement of the De Gier Lawsuit.

21 11.

22 As a result of Scottsdale's breach of its contractual obligations under the Policy,
23 F. D. Thomas suffered damages.

24 12.

25 F. D. Thomas is entitled to recover pre-judgment interest on its damages.

26 ////

13.

F. D. Thomas is also entitled to recover its attorney fees incurred in this action, pursuant to ORS 742.061.

WHEREFORE, F. D. Thomas prays for judgment in its favor and against Scottsdale for:

- 1) Economic damages in an amount to be determined;
- 2) Prejudgment interest in an amount to be determined at the time of entry of judgment;
- 3) Reasonable attorney fees pursuant to ORS 742.061; and
- 4) Costs and disbursements incurred herein.

Dated this 23rd day of January, 2017.

BODYFELT MOUNT LLP

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